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8 Attorney for Defendants CELSO HERNANDEZ
9 and PLAYAS LAS TUNAS RESTAURANT, INC.

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 JUAN CARLOS VELAZQUEZ,

13 Plaintiff,

14 vs.

15 CELSO HERNANDEZ individually and
16 doing business as PLAYA LAS TUNAS
17 RESTAURANT; LEONARDO FRANCO
18 DA SILVA ZANNIER; ADAN FRANCO;
19 GIANNI PIVETTA; RUBEN AGUILERA;
20 CONCEPCION GARCIA; and DOES 1
21 TO 5

22 Defendants.

Case No. CV-13-6549 JEM

STIPULATION RE INJUNCTION AND
DISMISSAL OF CLAIMS PURSUANT TO
SETTLEMENT

23 TO THE HONORABLE MANUEL L. REAL, UNITED STATES DISTRICT JUDGE
24 AND TO ALL PARTIES IN INTEREST:

25 Plaintiff JUAN CARLOS VELAZQUEZ ("**Plaintiff**") and defendants CELSO
26 HERNANDEZ and PLAYAS LAS TUNAS RESTAURANT, INC. (collectively
27 "**Defendants**") (each a "**Party**" and collectively, "**Parties**"), by and through their
28 undersigned counsel, hereby stipulate and agree as follows:

- 1 -

STIPULATION RE INJUNCTION AND DISMISSAL OF CLAIMS PURSUANT TO
SETTLEMENT
U.S.D.C. Case No. CV-13-6549-R-MRW

1 A. On September 16, 2013, Plaintiff Served his initial complaint in this action
2 on the Defendants;

3 B. Pursuant to a Stipulation filed on October 3, 2013, the Defendants must
4 answer or otherwise respond to the complaint by November 4, 2013;

5 C. On October 31, 2013, Plaintiff and the Defendants entered into a
6 settlement agreement ("**Settlement Agreement**") requiring the filing of this Stipulation,
7

8 THEREFORE, in consideration of the promises and covenants contained in the
9 Settlement Agreement, the Parties stipulate and agree as follows:

10 1. The Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121,
11 28 U.S.C. §§ 1331, 1332(a)-(c) and 1338(a) and 28 U.S.C. § 1338(b).

12 2. Except as admitted in Paragraph 1, Defendants dispute all material
13 allegations of the Complaint and deny engaging in any conduct resulting in liability to
14 Plaintiff or any other person.
15

16 3. Defendants consent to the entry of an injunction, in the form of **Exhibit 1**
17 hereto, pursuant to 15 U.S.C. § 1116 and 7402(a), prohibiting them from using the
18 name "Los Iracundos" without the written consent of the registered holder of the
19 trademark and service mark which is the subject of United States Patent and Trademark
20 Office Certificate of Registration No. 4,232,880 ("**Injunction**").
21

22 4. Defendants waive the entry of findings of fact and conclusions of law and
23 consent to the entry of the Injunction without admitting that grounds exist for imposition
24 of the Injunction against them.
25
26
27
28

1 5. In the event Certificate of Registration No. 4,232,880 is cancelled, and that
2 cancellation has become final, the Injunction shall dissolve upon application to this
3 Court.

4 6. The Court shall retain jurisdiction over this is action to implement and
5 enforce the Injunction.

6 7. Plaintiff shall be awarded attorney fees and costs against Defendants in
7 the agreed upon total sum of \$7,500, pursuant to the Settlement Agreement.

8 8. Except as expressly stated herein, the Action, and all remaining claims for
9 relief in the Complaint asserted against Defendants, shall be dismissed with prejudice
10 as to Defendants.
11

12
13
14 Dated: November 1, 2013

LAW OFFICES OF R. LANCE BELSOME

15 /s/ R. Lance Belsome
16 By: _____
17 R. LANCE BELSOME
18 Attorneys for Defendants CELSO
19 HERNANDEZ and PLAYAS LAS TUNAS
20 RESTAURANT, INC.

21
22 Dated: November 1, 2013

LAW OFFICES OF LOPEZ & ASSOCIATES

23 /s/ Anthony R. Lopez
24 By: _____
25 ANTHONY R. LOPEZ
26 Attorneys for Plaintiff JUAN CARLOS
27 VELAZQUEZ
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